

RECORDATION NO. 14097-F FILED

MAR 11 '98

12-45 PM

ALVORD AND ALVORD
ATTORNEYS AT LAW
918 SIXTEENTH STREET, N.W.

SUITE 200
WASHINGTON, D.C.

ELIAS C. ALVORD (1942)
ELLSWORTH C. ALVORD (1964)

20006-2973

OF COUNSEL
URBAN A. LESTER

(202) 393-2266

FAX (202) 393-2156

March 11, 1998

Mr. Vernon A. Williams
Secretary
Surface Transportation Board
Washington, D.C. 20423

Re: Sonoma Trust I

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are three (3) copies of an Assignment and Assumption Agreement, dated as of March 11, 1998, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the Equipment Leases and other documents associated therewith, which were previously filed with the Commission/Board under the Recordation Numbers on the schedule attached hereto. Please file the Assignment and Assumption Agreement under Recordation Number 14097-F and cross-index under the remaining Recordation Numbers.

The names and addresses of the parties to the enclosed document are:

Assignor: GATX Third Aircraft Corporation
Four Embarcadero Center, Suite 2200
San Francisco, California 94111

Assignee: Wilmington Trust Company, as Trustee
of Sonoma Trust I
1100 North Market Street
Wilmington, Delaware 19890

RECEIVED
SURFACE TRANSPORTATION
BOARD
MAR 11 12 45 PM '98

Mr. Vernon A. Williams
March 11, 1998
Page 2

A description of the railroad equipment and lease documents covered by the enclosed document is set forth on the schedules attached thereto.

Also enclosed is a check in the amount of \$192.00 payable to the order of the Surface Transportation Board covering the required recordation fees and cross-indexing fees.

Kindly return two stamped copies of the enclosed document to the undersigned.

Very truly yours,

A handwritten signature in black ink, appearing to read 'R. Alvord', with a stylized flourish at the end.

Robert W. Alvord

RWA/bg
Enclosures

SONOMA TRUST I
CROSS-INDEX SCHEDULE

14097-F

15460-D

15620-I

17892-V

17942-G

18415-C

18509-J

18847-I

SURFACE TRANSPORTATION BOARD

WASHINGTON, DC., 20423-0001

OFFICE OF THE SECRETARY

Robert W. Alvord

Alvord and Alvord

918 Sixteenth Street, NW., Ste. 200

Washington, DC., 20006-2973

DATE: 3/11/98

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of 49 U.S.C

11301 and 49 CFR 1177.3 (c), on 3/11/98

at 12:45PM

assigned recordation numbers (s). 21269, (14097-F, 15460-D, 15620-I, 17892-V, 17942-G, 18415-C, 18509-J and 18847-I); (15616-C, 15620-J, 15707-~~B~~, 16048-C, 16399-D, 16760-B, 17040-E, 17656-D, 17787-B, 17892-W, 18048-C, 18055-D, 18509-K, 18847-J, 18929-B, 19005-B and 19748-B); (15707-~~B~~, 15883-D, 16760-C, 17892-X, 17942-H, 17978-C, 17971-C, 18055-E, 18509-L, 18922-B and 19061-C.

Sincerely Yours,

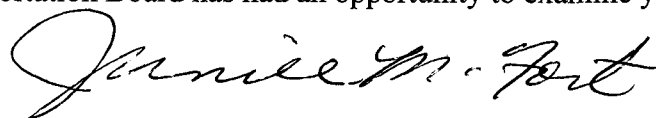


Vernon A. Williams
Secretary

Enclosure(s)

888.00

\$-----The amount indicated at the left has been received in payment of a fee in connection with a document filed on the date shown. This receipt is issued for the amount paid. In the event of an error or any questions concerning this fee you will receive a notification after the Surface Transportation Board has had an opportunity to examine your document.



RECORDATION NO. 14097-F FILED
MAR 11 '98 12-45 PM

ASSIGNMENT AND ASSUMPTION AGREEMENT

This ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Agreement"), dated as of March 11, 1998, is by and between GATX THIRD AIRCRAFT CORPORATION, a Delaware corporation ("GATX") and SONOMA TRUST I, a Delaware business trust (the "Trust").

W I T N E S S E T H :

WHEREAS, GATX has acquired certain assets from Pitney Bowes Credit Corporation ("PBCC") pursuant to a certain Asset Purchase Agreement dated as of August 30, 1997, as amended by Amendment No. 1 to the Asset Purchase Agreement dated as of September 30, 1997;

WHEREAS, the Trust is being formed by GATX and, in exchange for beneficial interest in the Trust, GATX has agreed to transfer and contribute to the Trust, all of GATX's right, title and interest in and to certain equipment and the leases covering such equipment pursuant to the Contribution Agreement dated as of February 5, 1998 between the Trust and GATX (the "Contribution Agreement") (capitalized terms used but not defined herein to have the meanings ascribed to them in the Contribution Agreement);

WHEREAS, the parties hereto wish to effect the contribution by GATX to the Trust of all the right, title and interest of GATX in and to the Lease Documents and any security interests granted thereby, and the assumption by the Trust of all the obligations of GATX under the Lease Documents which accrue from and after the Contribution Date;

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements herein contained, the parties hereto do hereby agree as follows:

1. Assignment. GATX does hereby ASSIGN, TRANSFER, SELL, DELIVER AND CONVEY UNTO THE TRUST, ITS SUCCESSORS AND PERMITTED ASSIGNS, TO HAVE AND TO HOLD FOREVER, all of GATX's right, title and interest in and to the Lease Documents listed on Schedule 1 and any security interests granted thereby.

2. Assumption. The Trust accepts the assignment set forth above and hereby confirms that it shall be deemed a party to the Lease Documents on the

Contribution Date, and the Trust agrees to be bound by all of the terms of and assumes all of the duties and obligations of GATX contained in the Lease Documents; provided, that such duties or obligations occur or arise from and after the Contribution. Upon the effectiveness of this Agreement and except as provided elsewhere in the Lease Documents, GATX shall be released and discharged from and shall not be responsible to any Person for the discharge or performance of any duty or obligation pursuant to or in connection with the Lease Documents to the extent, but only to the extent, occurring or arising from and after the Contribution, and the Trust shall be substituted in lieu of GATX as a party to each of the Lease Documents to which GATX is a party. Upon the effectiveness of this Agreement, the Trust shall not be responsible to any Person for the discharge or performance of any duty or obligation of GATX in connection with the Lease Documents occurring or arising prior to the Contribution or any duty or obligation in connection with any Prior Claim.

3. Further Assurances. GATX agrees to execute and deliver such further documents, and to do such further things, as the Trust may reasonably request in order to more fully effect this Agreement and the transactions contemplated hereby and by the Contribution Agreement. The Trust agrees to execute and deliver such further documents, and to do such further things, as GATX may reasonably request in order to more fully effect this Agreement and the transactions contemplated hereby and by the Contribution Agreement.

4. GOVERNING LAW. THIS INSTRUMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO THE CONFLICT OF LAWS PROVISIONS THEREOF.

5. Counterparts. This Agreement may be executed in separate counterparts, each of which when so executed and delivered shall be an original for all purposes, but all such counterparts shall constitute but one and the same instrument.

6. Effectiveness. This Agreement shall become effective on the Contribution Date after it has been duly executed and delivered by the parties hereto.

7. Notices. All notices and documents delivered hereunder shall be in writing, and shall be forwarded by certified mail, return receipt requested, postage prepaid, or personally delivered, and addressed as follows:

If to GATX:	GATX Third Aircraft Corporation Four Embarcadero Center, Suite 2200 San Francisco, CA 94111 Attention: Contracts Administration Fax: (415) 955-3416
-------------	---

If to The Trust: Sonoma Trust I
 c/o Wilmington Trust Company, as Trustee
 Corporate Financial Services Division
 Rodney Square North
 1100 North Market Street
 Wilmington, Delaware 19890
 Attention: Corporate Trust Administration
 Facsimile: (302) 651-8882

8. Limited Liability. It is expressly understood and agreed by the parties hereto that (a) this Agreement has been executed and delivered by Wilmington Trust Company, not individually or personally but solely as Trustee of the Trust in the exercise of the powers and authority conferred and vested in it as Trustee under the Trust Agreement of the Trust, (b) each of the representations, undertakings and agreements made on the part of the Trust herein are made and intended not as personal representations, undertakings and agreements by Wilmington Trust Company but are made and intended for the purpose of binding only the Trust, (c) nothing contained herein shall be construed as creating any liability on Wilmington Trust Company, individually or personally, to perform any covenants either expressed or implied contained herein, all such liability, if any, being expressly waived by GATX and by any Person claiming by, through or under GATX and (d) under no circumstances shall Wilmington Trust Company be personally liable for the payment of any indebtedness or expenses of the Trust or be liable for the breach or failure of any obligation, representation, warranty or covenant made or undertaken by the Trust under this Agreement.

IN WITNESS WHEREOF, the parties hereto have each caused this Agreement to be duly executed as of the day and year first above written.

GATX THIRD AIRCRAFT CORPORATION

By: Thomas C. Nord
Name: **Thomas C. Nord**
Title: **VICE PRESIDENT**

SONOMA TRUST I

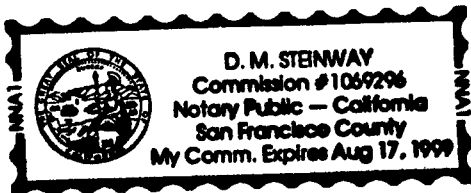
By: WILMINGTON TRUST COMPANY,
not in its individual capacity but solely as
Trustee

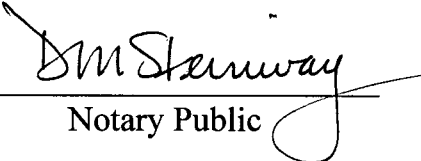
By: _____
Name:
Title:

State of California)
)
County of San Francisco)

On March 5, 1998 before me, D. M. Steinway, Notary Public, personally appeared Thomas C. Nord, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.




Notary Public

IN WITNESS WHEREOF, the parties hereto have each caused this Agreement to be duly executed as of the day and year first above written.

GATX THIRD AIRCRAFT CORPORATION

By: _____
Name:
Title:

SONOMA TRUST I

By: **WILMINGTON TRUST COMPANY,**
not in its individual capacity but solely as
Trustee

By:  _____
Name:
Title:

Patricia A. Evans
Financial Services Officer

STATE OF DELAWARE)
) ss.
COUNTY OF NEW CASTLE)

Personally appeared before me, Kathleen A. Pedelini a Notary Public in and for said State and County, Patricia A. Evans, a Financial Services Officer of Wilmington Trust Company, a Delaware banking corporation, acting as trustee for Sonoma Trust I, a Delaware business trust, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who acknowledged that he executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and seal at office, on this 24th day of February, 1998.

Kathleen A. Pedelini (Seal)
Notary Public
My Commission Expires:

KATHLEEN A. PEDELINI
NOTARY PUBLIC
My Commission expires October 31, 1998

**SCHEDULE 1
TO THE ASSIGNMENT AND ASSUMPTION AGREEMENT (SONOMA
TRUST I)**

LEASE OPERATIVE DOCUMENTS

CONAGRA, INC. - 030-1801174-803

Master Equipment Lease Agreement Dated as of April 24, 1992 Between Pitney Bowes Credit Corporation, Lessor and ConAgra, Inc., Lessee

Memorandum Dated as of January 27, 1993 of Master Equipment Lease Agreement Dated as of April 24, 1992 Between Pitney Bowes Credit Corporation, Lessor and ConAgra, Inc., Lessee

Lease Schedule No. 803 Dated as of January 27, 1993 Between Pitney Bowes Credit Corporation, Lessor and ConAgra, Inc. Lessee

CONAGRA, INC. - 030-1801174-814

Master Equipment Lease Agreement Dated as of April 24, 1992 Between Pitney Bowes Credit Corporation, Lessor and ConAgra, Inc., Lessee

Memorandum Dated as of September 29, 1995 of Master Equipment Lease Agreement Dated as of April 24, 1992 between Pitney Bowes Credit Corporation, Lessor, and ConAgra, Inc., Lessee - Addendum A Termination Values and Addendum B Stipulated Loss Values attached thereto

Lease Schedule No. 814 Dated as of September 29, 1995 Between Pitney Bowes Credit Corporation, Lessor and ConAgra, Inc., Lessee

CONAGRA, INC. - 030-1801174-815

Master Equipment Lease Agreement Dated as of April 24, 1992 Between Pitney Bowes Credit Corporation, Lessor and ConAgra, Inc., Lessee

Memorandum Dated as of October 13, 1995 of Master Equipment Lease Agreement Dated as of April 24, 1992 between Pitney Bowes Credit Corporation, Lessor, and ConAgra, Inc., Lessee - Addendum A Termination Values and Addendum B Stipulated Loss Values attached thereto

Lease Schedule No. 815 Dated as of October 13, 1995 Between Pitney Bowes Credit Corporation, Lessor and ConAgra, Inc. Lessee

MONTELL U S A INC. - 030-7714769-801

Master Equipment Lease Agreement Dated as of September 14, 1993 Between Pitney Bowes Credit Corporation, Lessor and Himont U.S.A., Inc., Lessee

Lease Schedule No. 7714769-801 Dated as of September 14, 1993 Between Pitney Bowes Credit Corporation, Lessor and Himont U.S.A., Inc., Lessee

Assignment of Purchase Agreement Dated as of September 14, 1993, between Himont U.S.A., Inc., Assignor and Pitney Bowes Credit Corporation, Assignee and ACF, Inc., Seller

Guaranty Agreement Dated as of September 14, 1993 Between Himont U.S.A., Inc, Guarantor in favor of Pitney Bowes Credit Corporation, Assignee and ACF, Inc., Seller

Letter of Credit No. 2804 Dated as of September 30, 1993 Between Wilmington Trust Company in favor of Pitney Bowes Credit Corporation

Partial Termination and Release of Security Interest with regard to twenty-five (25) covered hopper cars with registration Numbers HP1X 93375-93399 executed as of July 22, 1994.

HUNTSMAN POLYPROPYLENE - 030-7717432-803

Master Equipment Lease Agreement No. 0057059 Dated as of September 18, 1992 Between Pitney Bowes Credit Corporation, Lessor and Eastman Kodak Company through its division Eastman Chemical Company, Lessee

Equipment Lease Schedule No. 803 and 803 to Master Equipment Lease Agreement Dated as of September 18, 1992 by and Between Pitney Bowes Credit Corporation, Lessor and Eastman Kodak Company, as Lessee

Assignment, Assumption and Amendment Agreement dated as of December 31, 1993 between Eastman Kodak Company, Assignor, Eastman Chemical Company, Assignee, and Pitney Bowes Credit Corporation

Guaranty Agreement Dated as of December 30, 1994 Between Huntsman Chemical Corporation, Guarantor in favor of Pitney Bowes Credit Corporation

Letter of Credit Agreement No. S-1536 Dated as of December 30, 1994 issued by West One Bank for the benefit of Pitney Bowes Credit Corporation

Credit Agreement Dated as of October 1, 1994 Between Huntsman Chemical Corporation, Borrower and West One Bank, Lender

Partial Assignment, Assumption and Amendment Agreement Dated as of December 30, 1994 Between Eastman Kodak Company, Assignor, Huntsman Polypropylene Corporation, Assignee and Pitney Bowes Credit Corporation

U S BORAX, INC. - 030-7745847-802

Master Equipment Lease Agreement No. 7715964 Dated as of June 6, 1994 Between Pitney Bowes Credit Corporation, Lessor and U.S. Borax, Inc., Lessee

Memorandum of Master Equipment Lease Agreement Dated as of July 10, 1994 Between Pitney Bowes Credit Corporation, Lessor and U.S. Borax, Inc., Lessee attaching and incorporating Lease Schedule No. 802 thereto

Lease Schedule No. 802 Dated as of July 10, 1994 Between Pitney Bowes Credit Corporation, Lessor and U.S. Borax, Inc., Lessee

Letter of Credit Agreement Dated as of June 6, 1994 Between U.S. Borax, Inc., Customer and Pitney Bowes Credit Corporation

U S BORAX, INC. - 030-7745847-803

Master Equipment Lease Agreement No. 7715964 Dated as of June 6, 1994 Between Pitney Bowes Credit Corporation, Lessor and U.S. Borax, Inc., Lessee

Memorandum of Master Equipment Lease Agreement Dated as of August 10, 1994 Between Pitney Bowes Credit Corporation, Lessor and U.S. Borax, Inc., Lessee attaching and incorporating Lease Schedule No. 803 thereto

Lease Schedule No. 803 Dated as of August 10, 1994 Between Pitney Bowes Credit Corporation, Lessor and U.S. Borax, Inc., Lessee

Letter of Credit Agreement Dated as of June 6, 1994 Between U.S. Borax, Inc., Customer and Pitney Bowes Credit Corporation

U S BORAX, INC. - 030-7745847-805

Master Equipment Lease Agreement No. 7715964 Dated as of June 6, 1994 Between Pitney Bowes Credit Corporation, Lessor and U.S. Borax, Inc., Lessee

Memorandum of Master Equipment Lease Agreement Dated as of October 10, 1994 Between Pitney Bowes Credit Corporation, Lessor and U.S. Borax, Inc., Lessee attaching and incorporating Lease Schedule No. 805 thereto

Lease Schedule No. 805 Dated as of October 10, 1994 Between Pitney Bowes Credit Corporation, Lessor and U.S. Borax, Inc., Lessee

Letter of Credit Agreement Dated as of June 6, 1994 Between U.S. Borax, Inc., Customer and Pitney Bowes Credit Corporation

SOLVAY POLYMERS, INC. - 034-0050898-801

Master Equipment Lease Agreement Dated as of December 30, 1987 Between Pitney Bowes Credit Corporation, Lessor and Soltex Polymer Corporation, Lessee

Lease Schedule No. 801 Dated as of December 30, 1987 Between Pitney Bowes Credit Corporation, Lessor and Soltex Polymer Corporation, Lessee

Irrevocable Letter of Credit Dated as of December 24, 1987 (expiring December 30, 1988) Between Credit Lyonnais and Pitney Bowes Credit Corporation originally No. 871224IS114, then No. 89010SIS487

Letter Amendment to the Lease Dated as of November 24, 1992 in accordance with Section 27 thereof, to delete the Purchase Option granted in favor of Soltex Polymer Corporation and deleting Section 18 of the Lease and Item 7 in the related Lease Schedule

Letter of Credit Agreement Dated as of December 30, 1987 Between Credit Lyonnais and Pitney Bowes Credit Corporation

Letter Amendment dated April 28, 1988 to Master Lease Agreement No. 0050898 dated December 30, 1987.

Amendment No. 1 to Letter of Credit Dated as of January 7, 1991 Between Credit Lyonnais and Pitney Bowes Credit Corporation

Amendment No. 3 to Letter of Credit Dated as of July 15, 1991 Between Credit Lyonnais and Pitney Bowes Credit Corporation

Amendment No. 6 to Letter of Credit Dated as of December 29, 1992 Between Credit Lyonnais and Pitney Bowes Credit Corporation

Bill of Sale, Assignment and Assumption Agreement Dated as of December 30, 1994 Between Pitney Bowes Credit Corporation, Lessor and Colonial Pacific Leasing Corporation

B A S F CORP - 030-0045302-801

Master Equipment Lease Dated as of March 11, 1988 Between Pitney Bowes Credit Corporation, Lessor and BASF Corporation, Lessee - Schedule B to Variable Rent Addendum to attached thereto

Lease Schedule No. 801 Dated as of March 28, 1988 Between Pitney Bowes Credit Corporation, Lessor and BASF Corporation, Lessee with Schedule B - Schedule A

(Equipment List), Schedule B (Schedule of Stipulated Loss Value) and Schedule C (Schedule of Economic Termination Vales) attached thereto

Tax Indemnity Rider A to Lease Schedule No. 801 Dated as of March 28, 1988

B A S F CORP - 030-0045302-802

Master Equipment Lease Dated as of March 11, 1988 Between Pitney Bowes Credit Corporation, Lessor and BASF Corporation, Lessee - Schedule B to Variable Rent Addendum to attached thereto

Lease Schedule No. 802 Dated as of May 20, 1988 Between Pitney Bowes Credit Corporation, Lessor and BASF Corporation, Lessee with Schedule B - Schedule A (Equipment List), Schedule B (Schedule of Stipulated Loss Value) and Schedule C (Schedule of Economic Termination Vales) attached thereto

Tax Indemnity Rider A to Lease Schedule No. 802 Dated as of May 20, 1988

B A S F CORP - 030-0045302-805

Master Equipment Lease Dated as of March 11, 1988 Between Pitney Bowes Credit Corporation, Lessor and BASF Corporation, Lessee - Schedule B to Variable Rent Addendum to attached thereto

Lease Schedule No. 805 Dated as of April 2, 1990 Between Pitney Bowes Credit Corporation, Lessor and BASF Corporation, Lessee with Schedule B - Schedule A (Equipment List), Schedule B (Schedule of Stipulated Loss Value) and Schedule C (Schedule of Economic Termination Vales) attached thereto

Tax Indemnity Rider A to Lease Schedule No. 805 Dated as of April 2, 1990

First Amendment Agreement to Master Equipment Lease Agreement Dated as of April 2, 1990 amending (but not limited to) Sections 3, 4, 19 20, 24, and Schedule B

B A S F CORP - 030-0045302-806

Master Equipment Lease Dated as of March 11, 1988 Between Pitney Bowes Credit Corporation, Lessor and BASF Corporation, Lessee - Schedule B to Variable Rent Addendum to attached thereto

Lease Schedule No. 806 Dated as of April 2, 1990 Between Pitney Bowes Credit Corporation, Lessor and BASF Corporation, Lessee with Schedule B - Schedule A (Equipment List), Schedule B (Schedule of Stipulated Loss Value) and Schedule C (Schedule of Economic Termination Vales) attached thereto

Tax Indemnity Rider A to Lease Schedule No. 806 Dated as of April 2, 1990

First Amendment Agreement to Master Equipment Lease Agreement Dated as of April 2, 1990 amending (but not limited to) Sections 3, 4, 19 20, 24, and Schedule B

B A S F CORP - 030-0045302-807

Master Equipment Lease Dated as of March 11, 1988 Between Pitney Bowes Credit Corporation, Lessor and BASF Corporation, Lessee - Schedule B to Variable Rent Addendum to attached thereto

Lease Schedule No. 807 Dated as of May 21, 1990 Between Pitney Bowes Credit Corporation, Lessor and BASF Corporation, Lessee with Schedule B - Schedule A (Equipment List), Schedule B (Schedule of Stipulated Loss Value) and Schedule C (Schedule of Economic Termination Vales) attached thereto

Tax Indemnity Rider A to Lease Schedule No. 807 Dated as of May 21, 1990.

First Amendment Agreement to Master Equipment Lease Agreement Dated as of April 2, 1990 amending (but not limited to) Sections 3, 4, 19 20, 24, and Schedule B

B A S F CORP - 030-0045302-808

Master Equipment Lease Dated as of March 11, 1988 Between Pitney Bowes Credit Corporation, Lessor and BASF Corporation, Lessee - Schedule B to Variable Rent Addendum to attached thereto

Lease Schedule No. 808 Dated as of May 6, 1992 Between Pitney Bowes Credit Corporation, Lessor and BASF Corporation, Lessee with Schedule B - Schedule A (Equipment List), Schedule B (Schedule of Stipulated Loss Value) and Schedule C (Schedule of Economic Termination Vales) attached thereto

Tax Indemnity Rider A to Lease Schedule No. 808 Dated as of May 6, 1992

Second Amendment Agreement to Master Equipment Lease Agreement Dated as of May 6, 1992 amending (but not limited to) Sections 3, 4 and 19

MINNESOTA CORN - 030-7715030-807

Master Equipment Lease Dated as of November 30, 1993, Between Pitney Bowes Credit Corporation, Lessor and Minnesota Corn Processors, Lessee - Addendum A-Stipulated Loss Value Schedule & Termination Value Table attached thereto

Lease Schedule No. 807 Dated as of June 28, 1994 Between Pitney Bowes Credit Corporation, Lessor and Minnesota Corn Processors, Lessee - Addendum A-Stipulated Loss Value Schedule & Termination Value Table attached thereto

Memorandum of Master Equipment Lease Agreement Dated as of June 28, 1994 Between Pitney Bowes Credit Corporation, Lessor and Minnesota Corn Processors, Lessee

Corporation, Lessee - Schedule included Annex II - Casualty Values and Annex III - Early Termination Values attached thereto

CSX TRANSPORTATION - 030-1801158-801

New Lease of Railroad Equipment Dated as of April 1, 1983 Between Seaboard System Railroad, Inc. (formerly named Seaboard Coast Line Railroad Company), Lessee, and United States Trust Company of New York, Owner Trustee, under a Trust Agreement Dated as of September 1, 1974, with General Electric Credit Corporation, Owner

Extended Lease of Railroad Equipment Dated as of March 31, 1989 Between CSX Transportation, Inc., Successor Lessee, and General Electric Railcar Services Corporation, Successor Owner.

Refurbishment Lease Dated as of March 31, 1989 Between CSX Transportation, Inc., Lessee, and General Electric Railcar Services, Lessor

Termination of Trust Agreement Dated as of April, 1990 Between General Electric Railcar Services Corporation, Owner, and United States Trust Company of New York, Owner-Trustee

Bill of Sale and Assignment of Lease Dated as of May 4, 1990 Between United States Trust Company of New York, Owner-Trustee, and General Electric Railcar Services Corporation, Owner

Purchase and Sales Agreement Dated as of December 30, 1991 Between Pitney Bowes Credit Corporation, Buyer, and General Electric Railcar Leasing Services Corporation, Seller

Management and Option Agreement Dated as of December 31, 1991 Between General Electric Railcar Leasing Services and Pitney Bowes Credit Corporation.

Assignment and Assumption Agreement Dated as of December 31, 1991 Between General Electric Railcar Leasing, Assignor and Pitney Bowes Credit Corporation, Assignee.

**EQUIPMENT SCHEDULE
TO THE ASSIGNMENT AND ASSUMPTION AGREEMENT
(SONOMA TRUST I)**

Equipment Lease Specifications Sheet

Lease Number:	030-1801174-803	
Lessee Name:	ConAgra, Inc.	
Lessee Address:	One ConAgra Drive	Rec. No. 17892
	Omaha, NE 68102	
	Attn: Sr. V.P. Finance	
Equipment Description:		
Number of Cars	1	
Description	Used 1979 Tracmobile Rail Car Mover Model 9TM s/n 9974	
Manufacturer		
Year Built	1979	
Casualties	None	
Cars Remaining	1	

Equipment Lease Specifications Sheet

Lease Number:	030-1801174-814	
Lessee Name:	ConAgra, Inc.	
Lessee Address:	One ConAgra Drive	Rec. No. 17892
	Omaha, NE 68102	
	Attn: Sr. V.P. Finance	
Equipment Description:		
Number of Cars	1	
Description	New Trackmobile, Model 4300TM, s/n N96739-0895	
Manufacturer		
Year Built	1992	
Casualties	None	
Cars Remaining	1	

Equipment Lease Specifications Sheet

Lease Number:	030-1801174-815	
Lessee Name:	ConAgra, Inc.	
Lessee Address:	One ConAgra Drive	Rec. No. 17892
	Omaha, NE 68102	
	Attn: Sr. V.P. Finance	
Equipment Description:		
Number of Cars	1	
Description	Used Rebuilt Trackmobile, Model 5TM, s/n 51466.	
Manufacturer		
Year Built	Rebuilt: 1995	
Casualties	None	

Equipment Lease Specifications Sheet

Lease Number: 030-7714769-801
Lessee Name: Montell USA, Inc. (f/k/a Himont USA, Inc.)
Lessee Address: 3 Little Falls Centre
2901 Centerville Road
Wilmington, DE 19808
Attn: Manager of Transportation & Equipment
Rec. No. 18415

Equipment Description:
Number of Units 375
Description 5800 cu. ft., covered rail hopper cars, registration

Car Markings HPIX 93000-93374
Manufacturer ACF, Inc.
Year Built 1993
Casualties none
Cars Remaining 375

Equipment Lease Specifications Sheet

Lease Number: 030-7717432-803
Lessee Name: Huntsman Chemical Corporation
Lessee Address: Huntsman Polypropylene Corporation
Mantua Grove Road
P.O. Box 700
Woodbury, New Jersey 08096
Attn: Controller
Rec. No. 17942

Equipment Description:
Number of Units 170
Description 5800 cu.ft. covered Hopper Cars
Car Markings 058500HC, 503-507, 509-512, 514-518, 520-522, 524-535, 537, 538, 540, 542-544, 546-549, 552-556, 558-563, 565-572, 574-576, 578-600, 602-609, 611-614, 616-631, 633-640, 642-646, 648-661, 663-676, 678, 680-693, 695

Manufacturer Thrall Industries
Year Built 1992
Casualties none
Cars Remaining 170

Equipment Lease Specifications Sheet

Lease Number: 030-7745847-802
Lessee Name: US Borax, Inc.
Lessee Address: 26877 Tourney Road
Valencia, CA 91380
Rec. No. 18847

Equipment Description:
Number of Cars 10
Description 4,750 cubic foot capacity covered hopper cars
Car Markings BORX 40029, 103, 116-118, 120, 121, 123, 128, 130
Manufacturer Trinity Industries, Inc.
Year Built 1994
Casualties none
Cars Remaining 10

Equipment Lease Specifications Sheet

Lease Number: 030-7745847-803
Lessee Name: US Borax, Inc.
Lessee Address: 26877 Tourney Road
Valencia, CA 91380
Rec. No. 18847

Equipment Description:
Number of Cars 40
Description 4,750 cubic foot capacity covered hopper cars
Car Markings BORX 400031, 37, 38, 42, 46, 50, 55, 56, 59, 68, 69,
72, 76-80, 87, 90, 95, 97, 106, 131-133, 135-139, 143,
145-152, 154
Manufacturer Trinity Industries, Inc.
Year Built 1994
Casualties none
Cars Remaining 40

Equipment Lease Specifications Sheet

Lease Number: 030-7745847-805
Lessee Name: US Borax, Inc.
Lessee Address: 26877 Tourney Road
Valencia, CA 91380
Rec. No. 18847

Equipment Description:
Number of Cars 11
Description 4,750 cubic foot capacity covered hopper cars
Car Markings BORX 400051, 60, 63, 82, 92, 83, 94, 99, 141, 142,
155
Manufacturer Trinity Industries, Inc.
Year Built 1994
Casualties none
Cars Remaining 11

Equipment Lease Specifications Sheet

Lease Number: 034-0050898-801
Lessee Name: Solvay Polymers, Inc.
(f/k/a Soltex Polymer Corporation) **Rec. No. 15460**
Lessee Address: 3333 Richmond Avenue
Houston, Texas 77098
Attn: General Counsel

Equipment Description:
Number of Cars 79
Description 5800 cf center flow Covered Hopper Railcars
Car Markings ELTX 1400-1478
Manufacturer ACF
Year Built 1987
Casualties 1 (ELTX 1425)
Cars Remaining 78

Equipment Lease Specifications Sheet

Lease Number: 030-0045302-801
Lessee Name: BASF Corporation **Rec. No. 15620**
Lessee Address: 100 Cherry Hill Road
Parsippany, NJ 07054
Attn: Manager Rail & Marine Operations

Equipment Description:
Number of Cars 4
Description Tank Cars--23,834 Gallon Shell Capacity 108" I.D.
DOT 111A60ALW1 Aluminum Rail Road
Car Markings DBCX 457, 458, 460, 461
Manufacturer Trinity Industries, Inc.
Year Built 1988
Casualties none
Cars Remaining 4

Equipment Lease Specifications Sheet

Lease Number: 030-0045302-802
Lessee Name: BASF Corporation **Rec. No. 15620**
Lessee Address: 100 Cherry Hill Road
Parsippany, NJ 07054
Attn: Manager Rail & Marine Operations

Equipment Description:
Number of Cars 7
Description Tank Cars--23,834 Gallon Shell Capacity 108" I.D.
DOT 111A60ALW1 Aluminum Rail Road
Car Markings DBCX 459, 462, 463, 464, 467, 469, 471
Manufacturer Trinity Industries, Inc.
Year Built 1988
Casualties None
Cars Remaining 7

Equipment Lease Specifications Sheet

Lease Number:	030-0045302-805	
Lessee Name:	BASF Corporation	Rec. No. 15620
Lessee Address:	100 Cherry Hill Road Parsippany, NJ 07054 Attn: Manager Rail & Marine Operations	
Equipment Description:		
Number of Cars	13	
Description	Tank Cars--20,000 Gallons Insulated, Exterior Coiled 7/16" plate w/ top & bottom unloading, DOT 111A100W3	
Car Markings	DBCX 803-805, 807, 813, 815, 818, 827, 829, 831, 833, 834, 846	
Manufacturer	Union Tank Car Company	
Year Built	1990	
Casualties	none	
Cars Remaining	13	

Equipment Lease Specifications Sheet

Lease Number:	030-0045302-806	
Lessee Name:	BASF Corporation	Rec. No. 15620
Lessee Address:	100 Cherry Hill Road Parsippany, NJ 07054 Attn: Manager Rail & Marine Operations	
Equipment Description:		
Number of Cars	52	
Description	Tank Cars--20,000 Gallons Insulated, Exterior Coiled 7/16" plate w/ top & bottom unloading, DOT 111A100W3	
Car Markings	DBCX 800-802, 806, 812, 811, 814, 817, 819-824, 826, 830, 832, 835-843, 845, 847, 849-851, 853-855, 857, 858, 861, 864, 865, 868-870, 872-877, 880, 881, 883, 887,	
Manufacturer	Union Tank Car Company	
Year Built	1990	
Casualties	none	
Cars Remaining	52	

Equipment Lease Specifications Sheet

Lease Number:	030-0045302-807	
Lessee Name:	BASF Corporation	Rec. No. 15620
Lessee Address:	100 Cherry Hill Road Parsippany, NJ 07054 Attn: Manager Rail & Marine Operations	
Equipment Description:		
Number of Cars	33	
Description	Tank Cars--20,000 Gallons Insulated, Exterior Coiled 7/16" plate w/ top & bottom unloading, DOT 111A100W3	
Car Markings	DBCX 808-810, 816, 825, 828, 844, 848, 852, 856, 859, 860, 862, 863, 866, 867, 871, 878, 879, 882, 884- 886, 888-897	
Manufacturer	Union Tank Car Company	
Year Built	1990	
Casualties	none	
Cars Remaining	33	

Equipment Lease Specifications Sheet

Lease Number:	030-0045302-808	
Lessee Name:	BASF Corporation	Rec. No. 15620
Lessee Address:	100 Cherry Hill Road Parsippany, NJ 07054 Attn: Manager Rail & Marine Operations	
Equipment Description:		
Number of Cars	20	
Description	Tank Cars--23,589 Gallons Insulated, Coiled, 4" fiberglass insulation, carbon steel construction, Grade A516-70, 7/16" plate w/ top & bottom unloading, DOT 111A100W1	
Car Markings	DBCX 900-919	
Manufacturer	Trinity Industries, Inc.	
Year Built	1992	
Casualties	None	
Cars Remaining	20	

Equipment Lease Specifications Sheet

Lease Number: 030-7715030-807
Lessee Name: Minnesota Corn Processors Rec. No. 18509
Lessee Address: 901 North Highway 59
Marshall MN 56258

Equipment Description:
Number of Cars 14
Description 30143 WG, 119-3/8 ID, NC & NI DOT111A100W1
Railroad Tankcars
Car Markings AMIX 300050-56, 58-61, 64, 65, 71
Manufacturer Trinity Industries, Inc.
Year Built 1994
Number of Cars 1 (AMIX 300046)
Description: 100 Ton Roller Bearing 30,000 Gallon NC/NI Tank Car
Cars Remaining 15

Equipment Lease Specifications Sheet

Equipment Lease Specifications Sheet

Lease Number:	030-1801158-801	
Lessee Name:	CSX Transportation, Inc.	Rec. No. 14097
Lessee Address:	100 N. Charles Street Baltimore, MD 20201 Attn: Vice President-Treasurer (Equipment Unit)	
Equipment Description:		
Number of Cars	938 (upon PBCC's purchase at December 31, 1991)	
Description	70 Plate B Ton 50'6", single door, rigid underframe general service boxcars	
Car Markings	See Attached	
Manufacturer	-	
Year Built	Before 9/1/74; refurbished approx. 3/31/89	
Casualties	29	
Cars Remaining	909	

INIT	NUMBER	INIT	NUMBER	INIT	NUMBER
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1 CSXT	129700	314 CSXT	130043	627 CSXT	130368
2 CSXT	129701	315 CSXT	130044	628 CSXT	130369
3 CSXT	129702	316 CSXT	130045	629 CSXT	130370
4 CSXT	129703	317 CSXT	130046	630 CSXT	130371
5 CSXT	129704	318 CSXT	130047	631 CSXT	130372
6 CSXT	129705	319 CSXT	130048	632 CSXT	130373
7 CSXT	129706	320 CSXT	130049	633 CSXT	130374
8 CSXT	129707	321 CSXT	130050	634 CSXT	130375
9 CSXT	129708	322 CSXT 130051 cas		635 CSXT	130376
10 CSXT	129710	323 CSXT	130052	636 CSXT	130377
11 CSXT	129712	324 CSXT	130053	637 CSXT	130378
12 CSXT	129713	325 CSXT	130054	638 CSXT	130379
13 CSXT	129714	326 CSXT	130055	639 CSXT	130380
14 CSXT	129715	327 CSXT	130056	640 CSXT	130381
15 CSXT	129716	328 CSXT	130057	641 CSXT	130382
16 CSXT	129717	329 CSXT	130058	642 CSXT	130383
17 CSXT	129718	330 CSXT	130059	643 CSXT	130384
18 CSXT	129719	331 CSXT	130060	644 CSXT	130385
19 CSXT	129720	332 CSXT	130062	645 CSXT	130386
20 CSXT	129721	333 CSXT	130063	646 CSXT	130387
21 CSXT	129722	334 CSXT	130065	647 CSXT	130388
22 CSXT	129723	335 CSXT	130066	648 CSXT	130389
23 CSXT	129724	336 CSXT	130067	649 CSXT	130391
24 CSXT	129725	337 CSXT	130068	650 CSXT	130392
25 CSXT	129726	338 CSXT 130069 cas		651 CSXT	130393
26 CSXT	129727	339 CSXT	130071	652 CSXT	130394
27 CSXT	129728	340 CSXT	130072	653 CSXT	130395
28 CSXT	129729	341 CSXT	130073	654 CSXT	130396
29 CSXT	129730	342 CSXT	130074	655 CSXT	130397
30 CSXT	129731	343 CSXT	130075	656 CSXT	130398
31 CSXT	129732	344 CSXT	130076	657 CSXT	130399
32 CSXT	129733	345 CSXT	130077	658 CSXT	130400
33 CSXT	129734	346 CSXT	130078	659 CSXT	130401
34 CSXT	129735	347 CSXT	130079	660 CSXT	130402
35 CSXT	129736	348 CSXT	130080	661 CSXT	130403
36 CSXT	129737	349 CSXT	130081	662 CSXT	130404
37 CSXT	129738	350 CSXT	130082	663 CSXT	130405
38 CSXT	129739	351 CSXT	130083	664 CSXT	130406
39 CSXT	129740	352 CSXT	130084	665 CSXT	130407
40 CSXT	129741	353 CSXT	130085	666 CSXT	130408
41 CSXT	129742	354 CSXT	130086	667 CSXT	130409
42 CSXT	129744	355 CSXT	130087	668 CSXT	130410
43 CSXT	129745	356 CSXT	130088	669 CSXT	130411
44 CSXT	129746	357 CSXT	130089	670 CSXT	130412
45 CSXT	129747	358 CSXT	130091	671 CSXT	130413
46 CSXT	129748	359 CSXT	130092	672 CSXT	130414
47 CSXT	129749	360 CSXT	130093	673 CSXT	130415
48 CSXT 129750 cas		361 CSXT	130094	674 CSXT	130417
49 CSXT	129751	362 CSXT	130095	675 CSXT	130418
50 CSXT	129752	363 CSXT	130096	676 CSXT	130419
51 CSXT	129753	364 CSXT	130097	677 CSXT	130420
52 CSXT	129755	365 CSXT	130098	678 CSXT	130421
53 CSXT	129757	366 CSXT	130099	679 CSXT	130422
54 CSXT 129759 cas		367 CSXT	130100	680 CSXT	130423
55 CSXT	129760	368 CSXT	130101	681 CSXT	130424
56 CSXT	129761	369 CSXT	130102	682 CSXT	130425
57 CSXT	129763	370 CSXT	130103	683 CSXT	130426
58 CSXT	129764	371 CSXT	130104	684 CSXT	130427

59 CSXT	129765	372 CSXT	130105	685 CSXT	130429
60 CSXT	129766	373 CSXT	130106	686 CSXT	130430
61 CSXT	129767	374 CSXT	130107	687 CSXT	130431
62 CSXT	129768	375 CSXT	130108	688 CSXT	130432
63 CSXT	129769	376 CSXT	130109	689 CSXT	130433
64 CSXT	129770	377 CSXT	130110	690 CSXT	130434
65 CSXT	129771	378 CSXT	130111	691 CSXT	130435
66 CSXT	129772	379 CSXT	130112	692 CSXT	130436
67 CSXT	129773	380 CSXT	130113	693 CSXT	130437
68 CSXT	129774	381 CSXT	130114	694 CSXT	130438
69 CSXT	129775	382 CSXT	130115	695 CSXT	130439
70 CSXT	129777	383 CSXT 130116 CS		696 CSXT	130440
71 CSXT	129778	384 CSXT	130117	697 CSXT	130441
72 CSXT	129779	385 CSXT	130118	698 CSXT	130442
73 CSXT	129780	386 CSXT	130119	699 CSXT	130443
74 CSXT	129781	387 CSXT	130120	700 CSXT	130444
75 CSXT	129782	388 CSXT	130121	701 CSXT	130445
76 CSXT 129783 CS		389 CSXT	130122	702 CSXT	130446
77 CSXT	129784	390 CSXT	130123	703 CSXT 130447 CS	
78 CSXT	129785	391 CSXT	130124	704 CSXT	130448
79 CSXT	129786	392 CSXT	130125	705 CSXT	130449
80 CSXT	129788	393 CSXT	130126	706 CSXT 130450 CS	
81 CSXT	129789	394 CSXT	130127	707 CSXT	130451
82 CSXT	129790	395 CSXT	130128	708 CSXT	130452
83 CSXT	129792	396 CSXT	130129	709 CSXT	130453
84 CSXT	129793	397 CSXT	130130	710 CSXT	130454
85 CSXT	129794	398 CSXT	130131	711 CSXT	130455
86 CSXT	129795	399 CSXT	130132	712 CSXT	130456
87 CSXT	129796	400 CSXT	130133	713 CSXT	130457
88 CSXT	129799	401 CSXT	130134	714 CSXT	130458
89 CSXT	129800	402 CSXT	130135	715 CSXT	130459
90 CSXT	129801	403 CSXT	130136	716 CSXT	130460
91 CSXT	129802	404 CSXT	130137	717 CSXT	130461
92 CSXT	129803	405 CSXT	130138	718 CSXT	130463
93 CSXT	129804	406 CSXT	130139	719 CSXT	130464
94 CSXT 129805 correct		407 CSXT	130140	720 CSXT	130465
95 CSXT	129806	408 CSXT	130141	721 CSXT	130466
96 CSXT	129807	409 CSXT	130142	722 CSXT	130467
97 CSXT	129808	410 CSXT	130143	723 CSXT	130468
98 CSXT	129809	411 CSXT	130144	724 CSXT	130469
99 CSXT	129810	412 CSXT	130145	725 CSXT	130470
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102 CSXT	129813	415 CSXT	130148	728 CSXT	130474
103 CSXT	129814	416 CSXT	130149	729 CSXT	130476
104 CSXT	129815	417 CSXT	130150	730 CSXT	130477
105 CSXT	129816	418 CSXT	130151	731 CSXT	130478
106 CSXT	129817	419 CSXT	130152	732 CSXT	130479
107 CSXT	129818	420 CSXT	130153	733 CSXT	130480
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110 CSXT	129821	423 CSXT	130156	736 CSXT	130483
111 CSXT	129822	424 CSXT	130157	737 CSXT	130484
112 CSXT	129824	425 CSXT	130158	738 CSXT	130485
113 CSXT	129825	426 CSXT	130159	739 CSXT	130486
114 CSXT	129826	427 CSXT	130160	740 CSXT	130487
115 CSXT	129827	428 CSXT	130162	741 CSXT	130488
116 CSXT	129828	429 CSXT	130163	742 CSXT	130489
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118 CSXT	129830	431 CSXT	130165	744 CSXT	130491

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120 CSXT 129832	433 CSXT 130167	746 CSXT 130493 <i>cas</i>
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123 CSXT 129835	436 CSXT 130170	749 CSXT 130497
124 CSXT 129836	437 CSXT 130171	750 CSXT 130498
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126 CSXT 129838	439 CSXT 130173	752 CSXT 130500
127 CSXT 129839	440 CSXT 130174	753 CSXT 130501
128 CSXT 129840	441 CSXT 130175	754 CSXT 130502
129 CSXT 129841	442 CSXT 130176	755 CSXT 130503 <i>ca</i>
130 CSXT 129842	443 CSXT 130177	756 CSXT 130505
131 CSXT 129843	444 CSXT 130178	757 CSXT 130507
132 CSXT 129844 <i>cas</i>	445 CSXT 130179	758 CSXT 130508
133 CSXT 129845	446 CSXT 130180	759 CSXT 130509
134 CSXT 129846	447 CSXT 130181	760 CSXT 130510
135 CSXT 129847	448 CSXT 130182	761 CSXT 130511
136 CSXT 129848	449 CSXT 130183	762 CSXT 130512
137 CSXT 129849	450 CSXT 130184	763 CSXT 130513
138 CSXT 129850	451 CSXT 130185	764 CSXT 130514
139 CSXT 129851	452 CSXT 130186	765 CSXT 130515
140 CSXT 129852	453 CSXT 130187	766 CSXT 130516
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142 CSXT 129854	455 CSXT 130189	768 CSXT 130518
143 CSXT 129855	456 CSXT 130191	769 CSXT 130519 <i>cas</i>
144 CSXT 129856	457 CSXT 130192	770 CSXT 130520
145 CSXT 129857	458 CSXT 130193	771 CSXT 130522 <i>130521</i>
146 CSXT 129858	459 CSXT 130194	772 CSXT 130523
147 CSXT 129859	460 CSXT 130195	773 CSXT 130524
148 CSXT 129860	461 CSXT 130196	774 CSXT 130525
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157 CSXT 129870	470 CSXT 130205	783 CSXT 130534
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163 CSXT 129876	476 CSXT 130211	789 CSXT 130540
164 CSXT 129878	477 CSXT 130212	790 CSXT 130541
165 CSXT 129879	478 CSXT 130214	791 CSXT 130542
166 CSXT 129880	479 CSXT 130215	792 CSXT 130543
167 CSXT 129881	480 CSXT 130216	793 CSXT 130544
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169 CSXT 129883	482 CSXT 130218	795 CSXT 130546 <i>cas</i>
170 CSXT 129884	483 CSXT 130219 <i>130220</i>	796 CSXT 130547
171 CSXT 129885	484 CSXT 130221	797 CSXT 130548
172 CSXT 129886	485 CSXT 130222	798 CSXT 130549
173 CSXT 129887	486 CSXT 130223	799 CSXT 130550
174 CSXT 129888 <i>in Cont</i>	487 CSXT 130223	800 CSXT 130551
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176 CSXT 129891	489 CSXT 130225	802 CSXT 130553
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188	CSXT	129905
189	CSXT	129906
190	CSXT	129907 cas
191	CSXT	129908
192	CSXT	129909
193	CSXT	129911 cas
194	CSXT	129912
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829	CSXT	130582 cas
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862	CSXT	130618
863	CSXT	130619
864	CSXT	130620

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249 CSXT 129974
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251 CSXT 129976
~~252 CSXT 129977~~ *cas*
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254 CSXT 129979
255 CSXT 129980
256 CSXT 129981
257 CSXT 129982
258 CSXT 129983
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263 CSXT 129988
~~264 CSXT 129989~~ *cas*
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CSX Transportation, Inc.
Lease No. 030-1801158-801
List of Casualties